

**THE UNITED STATES PATENT AND TRADEMARK OFFICE**

Applicants: LINDBO ) Art Unit:  
 Serial No.: 09/445,843 ) Examiner:  
 Filing Date: December 14, 1999 )  
 Title: INTERNET CACHING SYSTEM

Commissioner for Patents  
Washington, DC 20231

**COPY**

**RECEIVED**

JUL 24 2000

OFFICE OF PETITIONS

**STATEMENT OF FACTS IN SUPPORT OF FILING ON BEHALF  
OF NONSIGNING INVENTOR PURSUANT TO 37 C.F.R. §1.47(b)**

Dear Sir:

This statement is made as to the exact facts that are relied upon to establish the diligent effort made to secure the execution of the declaration by the nonsigning sole inventor for the above-identified patent application after deposit thereof in the Patent and Trademark Office. Because the sole inventor, Mr. Lindbo, would not sign, the signing on behalf of the nonsigning inventor is by an entity showing a sufficient proprietary interest. This statement also recites facts as to why this action was necessary to preserve the rights of the parties and to prevent irreparable damage.

This statement is being made by the available person having first-hand knowledge of the facts recited herein.

The last known address of the inventor, Sverker Lindbo, is 40 Elm Street, Wellesley, Massachusetts 02481.

Our bona fide attempt at acquiring the inventor's signature consisted of providing Mr. Lindbo, the inventor, with a copy of the application and associated Oath/Declaration. We received no response from Mr. Lindbo. Mr. Lindbo expressly refused to sign in writing as evidenced by the attached letter from his lawyer Mark Shub dated March 22, 2000. Further, we requested Timo Aittola, who has a personal and professional relationship with Mr. Lindbo, additionally request signature by Mr. Lindbo. At such time, Mr. Lindbo corresponded with me directly via e-mail. The attached e-mail dated May 5, 2000, from Mr. Lindbo to myself, demonstrates his refusal to sign. To summarize Mr. Lindbo's point of view, he feels the Agreement on the Sale and Purchase

**CERTIFICATE OF HAND-DELIVERY**

hereby certify that I have hand-delivered these Statement of Facts in Support of Filing on Behalf of Nonsigning Inventor

Paul Del Guidice

pursuant to 37 C.F.R. §1.47(b), Statement under 37 C.F.R. §373(b) establishing Proprietary Interest by Person signing on behalf of Nonsigning Inventor, Combined Declaration under 37 C.F.R. §1.63 and Oath/Power of Attorney and four supporting documents with a check for \$130.00 to the Office of Petitions on JULY 24, 2000.

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on \_\_\_\_\_, 2000.

of a Business Operation, which assigns the subject application to [REDACTED] or Image Internet, Inc, has been breached and nullified, therefore Mirror Image Internet, Inc. is not the rightful owner under such circumstances. As a result, Mr. Lindbo feels compelled to refuse signature of any legal documents.

A check for \$130.00 to cover the fee under 37 C.F.R. § 1.17(I) is enclosed. The Commissioner is authorized to charge any additional fees associated with the submission of these formal papers to Deposit Account No. 11-0231. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

Dated: July 21, 2000

George Chaclas  
George N. Chaclas, Reg. No. P-46,608  
Attorney for Applicant  
CUMMINGS & LOCKWOOD  
Four Stamford Plaza  
P.O. Box 120  
Stamford, CT 06902  
(203) 351-4103

.SmLib1:771708.1 07/21/00

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Combined Declaration under 37 C.F.R. §1.63 and Oath/Power of Attorney and four supporting documents with a check for \$130.00 to the Office of Petitions  
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A check for \$130.00 to cover the fee under 37 C.F.R. § 1.17(I) is enclosed. The Commissioner is authorized to charge any additional fees associated with the submission of these formal papers to Deposit Account No. 11-0231. A duplicate copy of this sheet is enclosed.

Respectfully submitted,

Dated: July 21, 2000

George Chaclas  
George N. Chaclas, Reg. No. P-46,608  
Attorney for Applicant  
CUMMINGS & LOCKWOOD  
Four Stamford Plaza  
P.O. Box 120  
Stamford, CT 06902  
(203) 351-4103

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Title: INTERNET CACHING SYSTEM

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Washington, DC 20231

STATEMENT UNDER 37 C.F.R. §373(b) ESTABLISHING PROPRIETARY  
INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR

Dear Sir:

I, Timo Aittola, residing at 244 SHELTER ROCK ROAD  
STAMFORD, CT 06903, USA

am the person signing the declaration on the above-identified application on behalf of the nonsigning inventor and make this statement as to the facts establishing my proprietary interest. The above-identified application was described and claimed in PCT Application No. PCT/SE98/01316 which was based upon Swedish Patent Application No. 9702795-7.

As of the date I signed the Combined Declaration under 37 C.F.R. §1.63 and OATH/Power of Attorney for this application, the proprietary interest in this invention belonged to the following entity:

Mirror Image Internet Inc.  
49 Dragon Court  
Woburn, MA 01801

As Chief Financial Officer of Mirror Image Internet Inc., I am authorized to sign the statement on behalf of Mirror Image Internet Inc.

I establish the proprietary interest by attaching a copy of the Swedish language assignment of this invention from the nonsigning inventor, Mr. Lindbo, to Mirror Image Internet AB and by attaching a copy of the Agreement on the Sale and Purchase of a Business Operation whereby Mirror Image Internet AB transferred their full interest in the subject application to Mirror Image Internet Inc., the assignee .

THE UNITED STATES PATENT AND TRADEMARK OFFICE

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Art Unit:

Examiner:

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INTEREST BY PERSON SIGNING ON BEHALF OF NONSIGNING INVENTOR

Dear Sir:

I, Timo Aittola, residing at 244 SHELTER ROCK ROAD  
 STAMFORD, CT 06903, USA

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 nonsigning inventor and make this statement as to the facts establishing my proprietary  
 interest. The above-identified application was described and claimed in PCT Application

CUMMINGS & LOCKWOOD  
 EXPENSE / DISBURSEMENT ACCOUNT

FLEET  
 01672 ONE ATLANTIC ST. OFFICE  
 STAMFORD, CONNECTICUT 06901  
 ST-57-119

THE SUM \*\*\*130 DOLLARS AND 00 CENTS

DATE	AMOUNT
06/20/2000	\$130.00*

PAY  
 TO THE  
 ORDER  
 OF:  
 Commissioner of Patents and  
 Trademarks

2 MANUAL SIG.'S REQ. CHECKS OVER \$10,000.00  
 1 MANUAL SIG. OVER \$1000.00



10 6 5 6 4 6 10 10 0 6 6 9 0 0 5 7 6 0 0 0 0 3 0 9 1 8 4 10

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In accordance with 37 CFR 3.73(b), the assignee hereby states that the evidentiary documents with respect to its ownership have been reviewed and that, to the best of assignee's knowledge and belief, title is in the assignee seeking to take this action.

Respectfully submitted,

Dated: July 14, 2000



Timo Aittola  
Chief Financial Officer  
Mirror Image Internet Inc.  
49 Dragon Court  
Woburn, MA 01801

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**COMBINED DECLARATION UNDER 37 C.F.R. §1.63  
AND OATH/POWER OF ATTORNEY**

Dear Sir:

I, Timo Aittola, hereby declare that Mirror Image Internet, Inc., is a company incorporated under the laws of the State of Delaware, with an office at 49 Dragon Court, Woburn, Massachusetts 01801. As Chief Financial Officer of Mirror Image Internet Inc., I am an authorized representative of Mirror Image Internet, Inc., which company has sufficient proprietary interest to act as an agent, pursuant to 37 C.F.R. §1.47(b), on behalf of Mr. Lindbo, a nonsigning inventor, who refuses to sign a Declaration/Power of Attorney in the above-identified patent application.

By virtue of this proprietary interest, I sign this declaration on behalf of, and as agent for Sverker Lindbo, who, as inventor, has refused to sign the Declaration/Power of Attorney. Sverker Lindbo is a Swedish citizen, whose last known address is 40 Elm Street, Wellesley, Massachusetts 02481. Upon information and belief, I aver that the inventor is required to execute the Declaration under 37 CFR 1.64(b). My signing is necessary on behalf of Mr. Lindbo to prevent abandonment of the application and the loss of rights associated therewith.

Accompanying this combined declaration, to establish the proof of pertinent facts and to show that such action is necessary to preserve the rights of the parties and to prevent irreparable damage, is a Statement of Facts in Support of Filing on Behalf of

Nonsigning Inventor Pursuant to 37 C.F.R. §1.47(b), a Statement under 37 C.F.R. §373(b) Establishing Proprietary Interest by Person Signing on Behalf of a Nonsigning Inventor and a check for \$130.00 to cover the petition fee under 37 C.F.R. §1.17(i).

Further, I hereby state that I have reviewed and understand the contents of the above identified specification, including the claims, as filed and as amended by the preliminary amendment filed with the specification, and that it contains a full, clear, concise and exact description of the subject matter for which a patent is sought.

I acknowledge the duty to disclose information which is material to the examination of this application in accordance with 37 C.F.R. §1.56(a).

I hereby claim foreign priority benefits under 35 U.S.C. §119 of Swedish Patent Application No. 9702795-7 filed July 24, 1997, which was the basis for PCT Application No. PCT/SE98/01316 of which the subject application is a national phase application.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

I hereby appoint:

Mark Giarratana, Reg. No. 32,615  
James W. Jakobsen, Reg. No. 38,505  
Barry Kramer, Reg. No. 20,622  
George N. Chaclas Reg. No. P-46,608  
David W. Poirier, Reg. No. 43,007  
Robert Rispoli, Reg. No. 43,884

Steven J. Moore, Reg. No. 35,959  
Basam E. Nabulsi, Reg. No. 31,645  
R. Thomas Payne, Reg. No. 30,674  
Scott D. Wofsy, Reg. No. 35,413  
Eric Parham, Reg. No. 45,747  
Eric Grondahl, Reg. No. P-46,741

of the firm of CUMMINGS & LOCKWOOD, whose address is Four Stamford Plaza, P.O. Box 120, Stamford, Connecticut 06904-0120, as our attorneys with full power of substitution and revocation, to prosecute this application and to transact all business in the Patent and Trademark Office connected therewith.

Please address all written correspondence to the following address:

CUMMINGS & LOCKWOOD

Att: Anita Lomartra

P.O. Box 1960

New Haven, CT 06509-9958

Telephone Calls should be directed to George N. Chaclas by dialing (203)  
351-4103.

Wherefore I pray that Letters Patent be granted to me for the invention or discovery described and claimed in the foregoing specification and claims, and I hereby subscribe my name to the foregoing specification and claims, declaration, power of attorney, and this petition.

Respectfully submitted,

Dated: July 14, 2000



Timo Aittola  
Chief Financial Officer  
Mirror Image Internet Inc.  
49 Dragon Court  
Woburn, Massachusetts 01801

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## George Chaclas - Patent paperwork

---

**From:** Sverker Lindbo <slindbo@itechventures.com>  
**To:** <gchacl@cl-law.com>  
**Date:** 5/5/00 5:22 PM  
**Subject:** Patent paperwork  
**CC:** <santullo@mirror-image.com>

---

Dear Mr Chaclas,

Some days ago I did receive two batches of patent documentation for my signature. I immediately sent an e-mail to Mr Aittola to enquire whether he was ready to honor the agreements whereby the patents were originally acquired from the previous owner, Mirror Image Internet AB, and a subsequent agreement regarding our participation in procuring the signature of one of the co-inventors.

It is my understanding that Mr Aittola was not ready to honor those agreements, which in my view, puts the entire ownership of the patents into question. I therefore sent the following message to Mr Aittola earlier today.

I trust you will do what it takes from your end to ensure that no intellectual property value is being irrevocably lost while this matter is being resolved. I am ready to cooperate with any acceptable escrow agent, should that be the preferred option.

Yours sincerely,

Sverker Lindbo

PS to Mr Santullo,

I hate to make the first contact between us in this fashion, but I do believe that the patent issue has been grossly mismanaged by Mr Aittola and Cummins and Lockwood, and I fear that important deadlines may be missed. As the innovator, I would hate to see that happen. My fiduciary duty as a board member of Parfi Holding AB, which is a major shareholder of Mirror Image Internet Inc, however precludes me from just signing these documents until the ownership and payment issues are fully resolved. Should you wish to talk to me about this or any other issue regarding Mirror Image and its ownership, please call me at any time, preferably on my cellphone (listed below)

Dear Mr Aittola,

I understand from the correspondence you have sent me that you do not appear to be intending to honor the agreements whereby the patents were acquired from Mirror Image Internet AB. Additionally you do not appear to be intending to honor the subsequent agreements under which, among other things, I personally helped you procure the signature of my friend Peter Löthberg.

If the above is truly your position, Parfi Holding AB or Drax Holding AB whichever party is better positioned, will see no other option, than to challenge your ownership of the patents in the Swedish legal system. Until such matter is resolved, I will not sign any documents in favor of Mirror Image Internet Inc, in relation to these patents.

Should there be instances where my signature is required to prevent irrevocable loss of any intellectual property value, I propose that you have the patents transferred to an escrow agent, acceptable to both parties. I will be willing to sign all relevant documents in favor of such an escrow agent.

Should you want to settle this issue quickly, I propose that you contact Mr Hane. He is currently on business in London but will be back in the office on Monday. He can also be reached today on the cellphone of Mr Anders Janson, +46 705 63 02 90

Best regards,

Sverker Lindbo

\*\*\*\*\*

Sverker  
Lindbo <mailto:slindbo@itechventures.com>

President

<http://www.itechventures.com>

Internet Technology Ventures, LLC

70 Walnut Street, Wellesley, MA 02481-2175

phone: (781) 239-8132

fax: (603)971 9365

US cellular: (781) 608-9677

5625

US

GSM mobile: +4670 886

Swedish

fax:+468 5981 8523

*Leontire & Shub*  
Attorneys at Law

MARK G. SHUB  
DIRECT DIAL (617) 367-0011  
mshub@leontireandshub.com

66 LONG WHARF  
BOSTON, MA 02110-3805  
TEL: (617) 367-0333  
FAX: (617) 367-5722

March 22, 2000

VIA FAX: (203) 708-4534

Theresa D. Recupido, Esq.  
Cummings and Lockwood  
4 Stamford Plaza  
PO Box 120  
Stamford, CT 06904-0120

RE: Declaration, Power of Attorney and Petition

Dear Ms. Recupido:

Please be advised that this office represents Sverker Lindbo. Mr. Lindbo contacted me regarding a Declaration, Power of Attorney and Petition that you recently sent to him. You have supplied no information as to who you represent or why you are requesting that Mr. Lindbo execute these documents. Without further information regarding this matter, Mr. Lindbo will not sign any of these documents.

You may contact this office if there are any further questions in this matter.

Very truly yours,



Mark G. Shub

MGS/ss  
cc: Sverker Lindbo (*via e-mail*)

AGREEMENT  
ON THE SALE AND PURCHASE OF A BUSINESS OPERATION

This Agreement has been made on the date set out below between Mirror Image Internet AB (hereinafter referred to as "the Seller"), a company incorporated under the laws of Sweden with its office located in Stockholm, Sweden

and

Mirror Image Internet Inc. (hereinafter referred to as "the Buyer"), a company incorporated under the laws of Delaware with its office located in Woburn, MA, USA

**§ 1 Transfer and certain definitions**

On the terms and conditions herein contained, the Seller transfers as of today ("the Date of Agreement") to the Buyer the Seller's business operation. The transfer will include rights and obligations connected with the business including receivables from two subsidiaries, as well as liabilities or undertakings except for those stated in Exhibit 1-3 hereto. (hereinafter referred to as "the Operation").

Consummation of the transactions contemplated herein shall be effected on 12th February 1999 (the Closing Date).

The transfer is, inter alia, based on a balance sheet ("the Balance Sheet") made on 31<sup>st</sup> January 1999, ("the Balance Sheet Date").

**§ 2 Title**

The Seller represents and warrants that the Seller has unrestricted title to all assets related to the Operation unless otherwise stated herein and that the Seller's ownership is free and clear of all liens, options or other encumbrances.

**§ 3 Consideration and payment**

The consideration shall amount to SEK 12 800 000 to be paid by the Buyer by a promissory note on the Closing Date.

**§ 4 Information concerning the operation**

The Buyer is wholly owned by the Seller and has been given access to any and all information concerning the Operation which is in the possession of the Seller.

The Seller who has not given any representations or warranties regarding the Operation other than those stated in this Agreement regarding the Company and its activities is not responsible for incorrect information about the Operation except for warranties expressly stated herein.

### § 5 Representative office

The parties have agreed that the buyer temporarily shall use the Seller's office as representative office in Sweden and pay to the Seller an administration fee each month covering the Seller's all costs for personnel, office and lease agreements listed in Exhibit 2 and 3. In addition an admin fee of 10% is to be added to the above amount. This undertaking shall continue for an indefinite period of time until terminated by a six-month prior written notice or otherwise agreed between the parties

OBL.

If the Buyer decides to carry out its own operations in Sweden the Buyer shall employ all the Seller's employees listed in Exhibit 2 and take over the responsibility for all agreements listed in Exhibit 3.

### § 6 Personnel

The employees of the Seller will not be employed by the Buyer unless the Buyer decides to carry out its own business in Sweden as set forth in § 5 hereabove.

### § 7 Machinery and equipment

The Seller sells and transfer to the Buyer in "as is" condition all machinery and equipment related to the Operation at their book value.

### § 8 Stock

The Seller sells and transfers to the Buyer in "as is" condition the stock of goods at their book value.

### § 9 Receivables

The Seller assigns and transfers to the Buyer all receivables and other claims related to the Operation at their book value including receivables from Mirror Image Internet (U.K.) Limited of SEK 9 003 766 and Mirror Image Internet Pty Limited of SEK 273 242.

### § 10 Intellectual property rights

The seller assigns and transfers in "as is" condition all intellectual property rights listed in Exhibit 4.

The Seller will neither guarantee that the patent rights will remain in force in the future nor that patent applications will be approved.

The value of such intellectual property rights has been fixed at SEK one million (1.000.000).

The Seller warrants that, to the best of his knowledge

- a) no asset in the list constitutes an infringement of the right of any third party
- b) infringement of any asset in the list by any third party has not occurred.

### § 11 Other assets

The shares of the Seller's subsidiaries, Mirror Image Internet (U.K.) Ltd and Mirror Image Internet Pty Ltd has been sold pursuant to two separate agreements.

### § 12 Liabilities, guarantees

The Buyer shall assume all obligations under the Seller's guarantees and other agreements as listed in Exhibit 5. The parties shall jointly seek to obtain the approval of the respective creditors for an assignment of such guarantees and agreements. In the event that such approval is not obtained the Buyer shall indemnify and hold harmless Seller against and in respect of any losses or costs that arise in connection with any guarantee or agreement listed in Exhibit

### § 13 Limitation of liability

The Seller assumes no responsibility as to the value of, machinery, equipment, stock, intellectual property, receivables and other claims transferred.

### § 14 Indemnity

In the event that any representation or warranty, expressly provided for in this Agreement, shall be inaccurate in any respect the discrepancy shall be deducted from or added to the consideration by one SEK for each SEK of the discrepancy

amount. The maximum aggregate liability of the Seller in respect of any and all claims in respect of the warranties shall not exceed SEK one hundred thousand (100.000:-)

#### § 15 Other remedies

The remedies provided for in section 14 of this Agreement shall be exclusive and the Buyer has no right to rescind this Agreement.

#### § 16 Notice of claims and time limit

The Buyer shall not be entitled to invoke any remedy due to inaccurate representations or warranties and other breaches of contract unless he makes his claim in writing no later than 15 days after such breach has been discovered or should have been discovered.

The right of the Buyer to invoke a remedy under this agreement expires 4 months after the Date of Closing.

#### § 17 Governing law

This Agreement shall be construed in accordance with and be governed by the laws of Sweden.

#### § 18 Entire agreement

The contract and its appendices constitute the entire agreement between the parties on all issues to which the Agreement relates. The contents of this Agreement and its appendices supersedes all previous written or oral commitments and undertakings.

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This contract has been executed in 2 copies of which the parties have taken one each.

Stockholm 12 February, 1999

MIRROR IMAGE INTERNET AB

MIRROR IMAGE INTERNET INC.

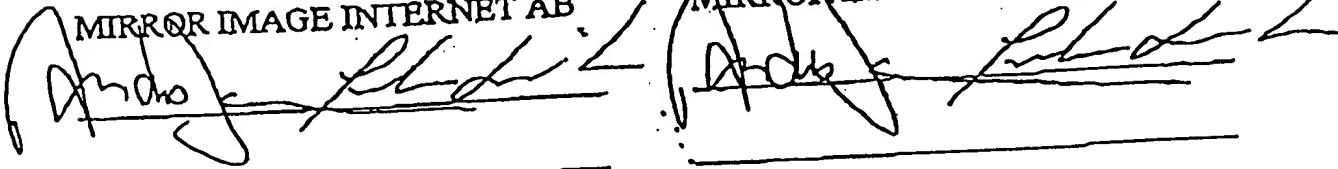


Exhibit 1

Worldcom telephone contract  
Mobilephone agreements (Europolian/Telenordia)  
Tele24 telephone service agreement  
Office cleaning contract  
Stockholm Energi - electricity  
Securitas security alarm

Post box  
Wages & Benefits incl social and pension for the staff in exhibit 2

Insurance SKANDIA

② SBI

② HuginOnline  
Fischer Partners Fondkommission AB (market maker)  
Nordiska Fondkommission AB (market maker)

② VPC

② Curera agreement  
Co-location agreement Nacamar Frankfurt

**Exhibit 2**

Sverker Lindbo  
Martin Forsman  
Gumilla Jernfält  
Robert Höglberg

550428-8258  
570211-1054  
490705-0142  
770921-0236

Exhibit 3

Office lease agreement Drottninggatan 36  
Central Cache hardware lease CC-Rental  
Central cache lease DEC/Finans Scandic incl bank guarantee  
Telephone switchboard lease  
Canon copier lease agreement  
Car lease Volvo-lease  
STOKAB agreement (fibre cable)

Exhibit 4

Patents and patent applications listed below:

- Internetspegl (Internet Communication System), patent number 9603753-6
- Cache System, patent application 9702795-7
- An Internet caching system and a method and an arrangement in such a system,  
    Patent application 9803246-9.

Trade mark

- "Mirror Image", danish trade mark VR 00.173 1998

Agreements

- Vixde agreement
- Idonex agreement
- Parallel Web agreement
- Digital Co-marketing agreement
- Lexivision/INS IR-agreement
- Cisco agreement

Exhibit 5

Guarantees

- Parent guarantee for Mirror Image Internet (UK) Ltd
- Parent guarantee for Mirror Image Internet Pty Ltd
- Wimbledon Office lease contract Mirror Image Internet (UK) Ltd guarantee



SVERIGE

Bekräftelse av överlåtelse  
Patent

Härmed intygas att hela min/vår rätt till/andel i rätten till

uppförande

patentansökan/patent nr 9702795-7

konventionsprioritet(er)  
(inl-dag, -land, -nr)

avseende INTERNET CACHING SYSTEM

*Stockholm*  
den 24/9 1997

här överläts till MIRROR IMAGE INTERNET AB

så att nämnade innehavare i eget namn kan söka och erhålla skydd för denna uppförande i Sverige och utlandet. Jag/vi förbinder mig/oss också att vid anfördan och utan dröjsmål och särskild ersättning underteckna sådana handlingar, som nämnda innehavare kan behöva för att styrka rättsövergången i olika länder.

Ort och datum: *Stockholm 270997*

Överlåtare: Sverker LINDBO

A handwritten signature in black ink, appearing to read "Sverker Lindbo".

Adress: Björkliden 16  
187 41 TÄBY